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State of Missouri
County of St. Louis
FILED FOR RECORD

SUB-INDENTURE OF DEED RESTRICTIONS
OF
LADUE TRAILS SUBDIVISION
PLAT 1
A SECTION OF THE VILLAGE OF GREEN TRAILS
COUNTY OF ST. LOUIS, MISSOURI

108 FEB 9 1965
At 10 o'clock
John L. Cook
Recorder of Deeds.

108

THIS INDENTURE, made and entered into this 27th day of JAN.

1965, by and between FOREST RIDGE LAND CORP., a Missouri corporation,
Party of the First Part, and MICHAEL M. LEVINSON, JOSEPH A. HELMAN, and
FRANK RAISHER, all of the County of St. Louis, State of Missouri, Parties of
the Second Part, hereinafter referred to as "Trustees".

WITNESSETH That:

WHEREAS, the County Council of St. Louis County, Missouri, by its
Order dated August 6, 1964, and entitled, "In the matter of the Petition of Mark
Adolphus and Thomas G. Shaw for the approval of development of the Village of
Green Trails Subdivision under the Density Development Procedure of a parcel
of land containing 839.11 acres", approved and authorized the preliminary plat
of the Village of Green Trails Subdivision for the development of the ground des-
cribed therein in conformance with the provisions of the Density Development
Procedure Ordinance Section 1003.285 SLCO;

WHEREAS, the said Village of Green Trails Subdivision is comprised
of several large tracts of ground owned by Party of the First Part and others
who have agreed to develop their separate and several parcels in accordance
with an over-all comprehensive development plan and subject to the provisions
of an instrument entitled "Indenture of the Restrictions of the Village of Green
Trails Subdivision" which has been executed by the owners of all of said prop-
erties and which has been recorded on the 9th day of February, 1965,
as Dally No. 104 in the Office of the Recorder of Deeds in St. Louis
County, Missouri;

WHEREAS, Party of the First Part now desires to proceed with the
development of its property lying within the said Village of Green Trails Subdivision

in conformance with the provisions of the said Density Development Procedure Ordinance by filing in the Office of the Recorder of Deeds in St. Louis County, Missouri, as Daily No. 105 on the 9th day of FEB., 1965, a plat entitled Ladue Trails Section of the Village of Green Trails, Plat 1:

WHEREAS, Party of the First Part contemplates that the remainder of its properties lying within the Village of Green Trails shall also be subdivided and that plats thereof, designated Ladue Trails Subdivision Plat 2, Plat 3, etcetera, will be prepared and recorded in the St. Louis County Records pursuant to and in conformance with the aforesaid Order;

WHEREAS, "Common Land" for park and recreational area has been reserved as indicated on said plat and to be indicated on the subsequent plats to be submitted and approved by the County Council, which plats including the said "Common Land" of said subdivision shall be recorded in the Office of the Recorder of Deeds of St. Louis County at such times as they are approved by the St. Louis County Council or proper officials of St. Louis County;

WHEREAS, it is the purpose and intention of this Sub-Indenture to preserve the remainder of said tract of land, not including the "Common Land", as a restricted neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions, and to apply that plan and restriction not only to all of said land and every parcel, but also in favor of or against said parcel as against or in favor of all other parcels within said residential area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of any or all of said parcels and to foster the health, welfare, safety and morals of all who own or reside in said area;

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "restrictions," are jointly and severally for the benefit of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the Parties hereto each to the other, the Parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs, successors or assigns, any of the lots and parcels of land in Ladue Trails Subdivision, Plat 1, and in such further plate of Ladue Trails Subdivision (for which these restrictions are adopted) from the aforescribed property, all as described herein as follows, to-wit:

I.

VILLAGE OF GREEN TRAILS SUBDIVISION

The property described above comprising Ladue Trails Subdivision, Plat 1, and all subsequent sections of Ladue Trails Subdivision are hereby declared to be subject to and impressed with the "Indenture of the Restrictions of the Village of Green Trails" more fully described above, and the powers granted to the Board of Park Trustees in said Indenture shall extend and be applicable to the property covered hereby.

II.

DESIGNATION AND SELECTION OF TRUSTEES

MEETINGS OF LOT OWNERS

The initial Trustees shall be MICHAEL M. LEVINSON, JOSEPH A. HELMAN and FRANK RAESHER, designated herein as Parties of the Second Part, who by their signatures to this instrument do hereby consent to serve in such capacity. Whenever any Trustee resigns, refuses to act, becomes disabled or dies, the remaining Trustees or Trustee shall have the power to appoint a successor or successors, provided, however, that each original Trustee shall have the power to designate his successor upon or in the event of his resignation by duly recorded written instrument (any Trustee shall have the right to resign at any time upon giving notice to the remaining Trustee or Trustees). Any successor so appointed must, however, be a lot owner in Ladue Trails Subdivision, or

officer or agent of any corporate owner, and if such lot owner sells his lot then his successor shall be appointed in the same manner by the remaining Trustees or Trustee. If all the Trustees, whether herein named or hereafter appointed, resign, refuse to act, become disabled or die, so that there will be no eligible Trustee in office, then a meeting of the record owners of the fee simple title of all lots according to all then recorded plats of Ladue Trails Subdivision (to which this Indenture shall apply) shall be called, upon notice signed by at least three (3) such lot owners, sent by mail to, or personally served upon, all of such record lot owners, at least ten (10) days before the date fixed for the meeting, for the purpose of electing new Trustees. The said notice shall specify the time and place of meeting, and the place of meeting shall be in St. Louis County. At such meeting, or at any adjournment thereof, the majority of the record owners attending such meeting, in person or by proxy, shall have the power to elect such Trustees, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting each lot owner, whether attending in person or by proxy, shall be entitled to one vote for each full lot owned by him. Any person owning a fraction of a lot shall be entitled to a fraction of a full vote commensurate with his fractional interest in said lot. The results of such election shall be certified by the persons elected as chairman and secretary, respectively, at such meeting, and their certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the Subdivision may be transacted at any meeting of lot owners called in conformity with the procedure described above. The owners of a majority of the lots shall constitute a quorum at the respective meeting of each.

III.

RESERVATION OF EXPENDITURES

The Party of the First Part reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, gas

pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of the subdivision of the within described tract.

IV.

TRUSTEES' DUTIES AND POWERS

The Party of the First Part hereby invests the Trustees and their successors with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

(1) To exercise such control over the easements, streets, and roads (except for those easements, streets and roads which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the recorded plat or plats of said above described tract of land as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets and roads, etc., by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots shown on said plat.

(2) To maintain and improve any and all common areas within the Subdivision which are not owned or controlled by the Board of Park Trustees of the Village of Green Trails with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education and general use of the owners of the lots in the Subdivision, all in conformity with all applicable laws.

(3) Publicly to dedicate any private streets constructed or to be constructed on the aforescribed tract or any subdivision thereof, whenever such dedication would be accepted by a proper public agency, in the event the recorded plat does not provide for public use and maintenance.

(4) To prevent as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

(5) To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees or officers, their agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal or planting.

(6) To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such building or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures may be erected or structurally altered on any of said lots unless there shall be first had the written approval of a majority of the Trustees to the plans and specifications therefor and to the grade proposed therefor. In the event the Trustees fail to approve or disapprove within thirty (30) days after building plans or other specifications for fences, swimming pools or tennis courts, accessory buildings and other outbuildings have been submitted to them hereunder, approval will not be required and the related restrictions shall be deemed to have been fully complied with.

(7) To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said lots in order to

provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots, and that any and all damages to subdivision improvements shall be repaired.

(8) The Trustees, in exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, employ agents, servants and labor as they deem necessary, and employ counsel to institute and prosecute such suits as they may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

V.

ASSESSMENTS

The Trustees and their successors are hereby authorized, empowered, and granted the right to make assessments upon and against the several lots and said parcels of land in the Subdivision for the purposes herein stated and at the rates hereinafter provided, and in the manner and subject to the provisions of this instrument:

(1) (a) The Trustees and their successors are authorized to make uniform assessments except as hereinafter provided, of an amount not to exceed Twenty Five (\$25.00) Dollars per lot in each calendar year upon and against the several lots or parcels of land in said Subdivision for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, if required, utilities, parking spaces and trees in the crosswalks, and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the lot owners.

(b) If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the owners of the lots for approval

an outline of the plan for the project contemplated and the estimated amount required. If such project and the assessment so stated be approved either at a meeting of the lot owners duly called and held in the manner provided in reference to the election of Trustees by a two-thirds (2/3) majority vote of those present in person or by proxy, or on written consent of the owners of one-half (1/2) or more of the lots, the Trustees shall notify all owners in said tracts of the additional assessments. The limit of Twenty Five (\$25.00) Dollars per lot per calendar year for general purposes shall not apply to any assessment made under the provisions of this paragraph.

(2) All assessments, either general or special, made by the Trustees for the purposes hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

(a) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of fee simple estate and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself.

(b) Every such assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of eight (8%) per cent per annum until paid, and such payment and interest shall constitute a lien upon said lot, and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the Recorder's Office in the

County of St. Louis, State of Missouri, and the Trustees may, upon payment, cancel or release any one or more lots from the liability of assessments (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessments.

(3) The Trustees shall deposit the funds coming into their hands as Trustees in a State or National Bank, protected by the Federal Deposit Insurance Corporation, at interest, when deemed feasible by them, in their discretion. The Trustees shall designate one of their number as "Treasurer" of the Sub-division funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the majority of the Trustees.

(4) All rights, duties, powers, privileges and acts of every nature and description which said Trustees might execute or exercise under the terms of this Indenture may be executed or exercised by a majority of said Trustees unless otherwise provided in this Indenture.

(5) The Trustees are authorized and empowered to procure such insurance, including but not limited to public liability and property damage, as they may deem necessary and proper.

VI.

RESTRICTIONS

Part of the First Part, being the owner of all of the property comprising Ladue Trails Subdivision, Plat 1, situated in the County of St. Louis,

State of Missouri, and more particularly described above, by this indenture does impose upon all the lots in the aforementioned Ladue Trails Subdivision, Plat 1, the following restrictions and conditions, to-wit:

(1) These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for continuing successive periods of ten (10) years each unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.

(2) Lots of two acres or less in residential subdivisions platted of record may only be improved with houses for residential purposes. Such residential structures may not be used for commercial purposes, and shall otherwise comply in all respects with the applicable Zoning Ordinance.

(3) The ground floor area of any main structure to be constructed, exclusive of one-story open porches and garages, shall be not less than 1,400 square feet for a one-story dwelling nor less than such area as designated by the Trustees for a dwelling of more than one story, it being the intention and purpose of these restrictions to assure that all dwellings shall be of the same quality or better than that which can be produced on the date these restrictions are recorded.

(4) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plat of said Subdivision unless otherwise authorized by the Trustees. No building shall be located nearer than eight (8) feet to any side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

(5) Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision.

(6) No nuisances or noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No saloon, tavern, filling station or other commercial business may be conducted on said property. No building or premises shall be used for purposes prohibited by law or ordinance, and nothing shall be done which may be or hereafter become a nuisance to the owners of lots.

(7) No fences or hedges shall be erected or placed on any lot nearer to any street than the minimum building set back lines shown on the recorded plat of said subdivision, and no fence or hedge whatsoever shall be erected without the prior approval of the Trustees.

(8) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence temporarily or permanently.

(9) No sign of any kind shall be displayed to the public view on any lot except one professional sign or not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sale period.

(10) All garages and carports must be attached to the main house (dwelling), unless otherwise approved by the Trustees. Bath houses or other outbuildings shall be permitted if approved by the Trustees as herein provided.

(11) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which may be kept, provided they are not kept, bred or maintained for any commercial purpose.

(12) No lot size shall be less than twelve thousand square feet per single family residence.

(13) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All garbage, trash and rubbish shall be kept in clean, sanitary containers in the rear of the premises.

(14) No residence constructed fronting on Leduc Road shall have a garage with a front entrance.

(15) No amateur radio stations shall be operated in any residence on any lot except with the approval of the Trustees, which approval shall be obtained annually.

(16) No change of grade of any lot shall be made without the approval of the Trustees after the completion of the initial building constructed thereon.

(17) Nothing herein contained shall be construed to prohibit an owner or contractor from maintaining a field construction or sales office in a residential area during periods of construction or sales.

VII.

GENERAL PROVISIONS

(1) Any other provision hereof to the contrary notwithstanding, the obligations and rights of the Trustees hereunder to maintain the parks and streets referred to herein shall not cease nor may this Indenture be changed or amended to reduce or eliminate any of the duties, obligations and rights in such connection granted to and imposed on the Trustees under any subparagraph of Paragraph IV herein, nor may this Indenture be amended to eliminate the Trusteeship set up in said Indenture or provisions for the succession of Trustees.

(2) The Trustees are authorized and empowered to cooperate and to contract with the Trustees of adjoining or nearby tracts in the development and

maintenance of facilities ensuring to the benefit and general welfare of the inhabitants of the entire area.

(3) ENFORCEMENT: Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefor.

(4) LIABILITY OF TRUSTEES; TRUSTEES NOT TO BE COMPENSATED:

The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion, and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for payment of taxes, maintenance of storm and sanitary sewers, parkways, street lighting or for any other improvements, in excess of the assessments collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion, deem necessary. Neither the Trustees nor Successor Trustees shall be entitled to any compensation for services performed pursuant to this covenant.

(5) SEVERABILITY: Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(6) AMENDMENT: This Indenture of Trust and Restrictions and any part thereof may be altered, amended or discontinued by a written agreement signed by the then record owners of the fee simple title of two-thirds (2/3) of the lots in the Subdivision then included under the terms of this Indenture. Any such amendment, alteration, change or discontinuance shall, when duly certified and acknowledged by the Trustees and recorded with the Office of the Recorder of Deeds for the County of St. Louis, Missouri, shall become a part of the provisions and restrictions of this Indenture, provided, however, that any such amendment, alteration, change or discontinuance shall require the consent of

Party of the First Part, or its successors or assigns, so long as it is the owner of more than two lots in said Subdivision.

(7) ASSESSMENTS FOR THE VILLAGE OF GREEN TRAILS: In compliance with the provisions of Section II, Paragraph 4, of the "Indenture of the Restrictions of the Village of Green Trails", the Park Trustees of the Village of Green Trails may make assessments upon and against the several lots and said parcels of land in Ladue Trails Subdivision as follows:

Section II (4) - The Park Trustees may "... assess each lot in a subdivision not more than \$50.00 per unimproved residential lot and not more than \$10.00 per unimproved residential lot per annum; on multi-family lots the assessment shall be computed at not more than \$25.00 for each separate apartment authorized and built and not more than \$10.00 for each separate apartment authorized and not built (the term "apartment" as used herein shall mean a single dwelling unit per family); on lots which are zoned or developed commercial or institutional (including a bath and tennis club, if any), the assessment shall be not more than \$200.00 per lot; on "estate lots" (i. e. lots of 2 acres or more in size) the assessment shall be not more than \$50.00 per annum; on the estate lot area which is developed as a resort lodge (if any), the assessment shall not be more than \$400.00 per annum if built."

IN WITNESS WHEREOF, the said Party of the First Part and the Parties of the Second Part have hereunto executed this Indenture the day and year first above written.

ATTEST:



Secretary

FOREST RIDGE LAND CORP.

By Michael M. Levinson
President

PARTY OF THE FIRST PART

Michael M. Levinson
Michael M. Levinson

Joseph A. Holman
Joseph A. Holman

Frank Raisher
Frank Raisher

PARTIES OF THE SECOND PART - TRUSTEES

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 27th day of JAN., 1963, before me appeared Michael M. Levinson, to me personally known, who, being by me duly sworn, did say that he is the President of Forest Ridge Land Corp., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Michael M. Levinson acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above



O. J. Smith
Notary Public

My term expires: March 2, 1967.

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 27th day of JAN., 1963, before me personally appeared Michael M. Levinson, Joseph A. Holman, and Frank Ralshar, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as Trustees under the above and foregoing instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above



O. J. Smith
Notary Public

My term expires: March 2, 1967.

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS.

I EDNA J. PUNG RECORDER OF DEEDS OF AND IN THE COUNTY OF ST. LOUIS, STATE OF MISSOURI, DO HEREBY
CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF Sub-Indenture of Deed Restrictions
of Ladue Trails

AS THE SAME APPEARS OF RECORD IN MY OFFICE, WHICH IS RECORDED IN BOOK 5598 PAGE 613
OF THE ST. LOUIS COUNTY RECORDS.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 18th
DAY OF February 195 69

Edna J. Pung
RECORDER OF DEEDS
DEPUTY RECORDER

RAISING ASSESSMENT FROM \$25 TO \$50

LADUE TRAILS

AMENDMENT TO
SUB INDENTURE OF DEED RESTRICTIONS
OF
LADUE TRAILS SUBDIVISION

A Subdivision Of The Village of Green Trails
County of St. Louis, Missouri

THIS INDENTURE made and entered into this 21st day of
January, 1982, as and for an amendment to the "Sub Indenture Of
Deed Restrictions Of Ladue Trails Subdivision" which document is
recorded in Book 5598 Page 613 of the St. Louis County Records.

W I T N E S S E T H :

WHEREAS, said Indenture has been in full force and effect
but that circumstances and economic conditions have occurred that
require an amendment be executed to said Indenture; and

WHEREAS, under Article VII (6) provides that said
Indenture may be altered or amended by written agreement signed
by not less than two-thirds (2/3rds) of the then record owners
of the fee simple title of all lots in the Subdivision and as
certified to by the trustees under said Indenture.

NOW, THEREFORE, in accordance with the provisions the
"SUB INDENTURE OF DEED RESTRICTIONS OF LADUE TRAILS SUBDIVISION"
is hereby altered, amended and changed as follows:

Item One:

Article V, Section 1 (a) is amended by striking
therefrom the words "Twenty-Five Dollars (\$25.00)" and
substituting in lieu thereof the words "Fifty Dollars (\$50.00)".

Item Two:

Article V, Section 1 (b) is amended by striking therefrom the words "Twenty-Five Dollars (\$25.00)" and substituting in lieu thereof the words "Fifty Dollars (\$50.00)".

Item Three:

Article VI, Section (12) is amended by striking therefrom the words "twelve thousand" and substituting in lieu thereof the words "twenty-one thousand five hundred".

Item Four:

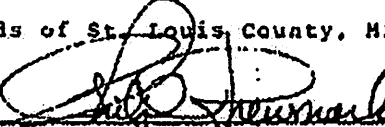
All actions, decisions and contracts heretofore performed by the Trustees of Ladue Trails Subdivision are hereby ratified, approved and confirmed.

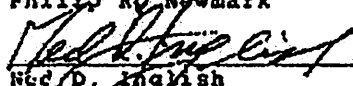
Item Five:

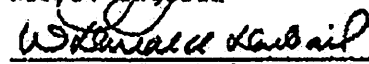
The "Sub Indenture Of Deed Restrictions Of Ladue Trails Subdivision" as recorded in Book 5598 Page 613 of the St. Louis County Records as previously adopted, and as altered, amended and changed by this Amendment, is hereby ratified, approved and confirmed.

TRUSTEES CERTIFICATE

We, the undersigned, being the Trustees under "Sub Indenture of Deed Restrictions of Ladue Trails Subdivision" recorded in Book 5598 Page 613 of the St. Louis County Records do hereby certify and acknowledge the foregoing Amendment has been executed by 231 present owners of fee simple title in Ladue Trails Subdivision, which represents more than two-thirds (2/3rds) of the present owners of record of fee simple title to all lots in Ladue Trails Subdivision, and further state that said Amendment complies fully and completely with Article VII, Paragraph 6 of the original Indenture for the purpose of filing said Amendment in the Recorder's Office of St. Louis County, Missouri so that the same may become effective immediately upon the recording of this Amendment in the Office of the Recorder of Deeds of St. Louis County, Missouri.


Philip R. Newmark


Ned D. English

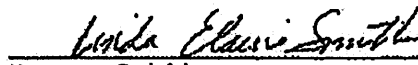

W. Donald Dubail

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 21st day of January, 1982, before me, a notary public, personally appeared PHILIP R. NEWMARK, NED D. ENGLISH and W. DONALD DUBAIL, to me personally known and who acknowledged that they executed the foregoing instrument as their free act and deed as Trustees of Ladue Trails Subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid, the day and year first above written.

My commission expires 3/1/85


Notary Public


NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES DATE
CITY OF ST. LOUIS

END OF DOCUMENT

7383 2232

BP1518 170307



* 2003081300339 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF
INSTRUMENT
AMDT

GRANTOR
LADUE TRAIL SUB

TO

GRANTEE
LADUE TRAIL BY TR

PROPERTY
DESCRIPTION:

LADUE TRAIL SUB

Lien Number

Notation
X

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)
SS.

COUNTY OF ST. LOUIS)

Document Number

339

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 3 pages, (this page inclusive), was filed for record in my office on the 13 day of August 2003 at 09:04 AM and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

JoAnn Reber
Deputy Recorder



Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

N.P.

N.P.C.

N.N.C.

N.N.I.

RECORDING FEE \$26.00
(Paid at the time of Recording)

Mail to:

MAIL-IN RECORDING

Destination code: 18 M

B-15181 P-0307/0309

2

**SECOND AMENDMENT TO
SUB-INDENTURE OF DEED RESTRICTIONS OF
LADUE TRAILS SUBDIVISION
A SECTION OF THE VILLAGE OF GREEN TRAILS
ST. LOUIS COUNTY, MISSOURI**

WHEREAS, the SUB-INDENTURE OF DEED RESTRICTIONS OF LADUE TRAILS SUBDIVISION, dated the 27th day of January, 1965 and recorded the 9th of February, 1965 in Book 5598 Page 613 of the St. Louis County Recorder of Deeds' Office, provides for amendment to the SUB-INDENTURE OF DEED RESTRICTIONS OF LADUE TRAILS SUBDIVISION under Article VII GENERAL PROVISIONS, Section (6) AMENDMENT.

NOW THEREFORE, in accordance with procedure outlined in said Article VII GENERAL PROVISIONS, Section (6) AMENDMENT, the following amendment to the SUB-INDENTURE OF DEED RESTRICTIONS OF LADUE TRAILS SUBDIVISION have been adopted:

Under ARTICLE V. Section (1) (a) is amended to read as follows:

"(1) (a) The Trustees and their successors are authorized to make uniform assessments except as hereinafter provided, of an amount not to exceed Seventy Dollars (\$70.00) per lot in each calendar year upon and against the several lots or parcels of land in said Subdivision for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, if required, utilities, parking spaces and trees in the crosswalks, and to dispose of garbage or rubbish, to perform or execute any powers of duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the lot owners."

Under ARTICLE V, Section (1) (b) is amended to read as follows.

"(1) (b) If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the owners of the lots for approval an outline of the plan for the project contemplated and the estimated amount required. If such project and the assessment so stated be approved either at a meeting of the lot owners duly called and held in the manner provided in the reference to the election of Trustees by a two-thirds (2/3) majority vote of those present in person or by proxy, or on written consent of the owners of one-half (1/2) or more of the lots, the Trustees shall notify all owners in said tracts of the additional assessments. The limit of Seventy Dollars (70.00) per lot per calendar year for general purposes shall not apply to any assessment made under the provisions of this paragraph."

WE, the undersigned **TRUSTEES OF LADUE TRAILS (GRANTEES)**, having received the approval of one half (1/2) or more the Lot owners of **LADUE TRAILS (GRANTORS)** in accordance with the procedure in said Article VII GENERAL PROVISIONS, Paragraph (6) AMENDMENT OF THE SUB-INDENTURE OF DEED RESTRICTIONS OF LADUE TRAILS SUBDIVISION, agree to adopt the foregoing Amendment to the SUB-

INDENTURE OF DEED RESTRICTIONS OF LAUDE TRAILS SUBDIVISION as recorded in Book 5598 Page 613 of the St. Louis County Recorder's office, effective the 8th day of July, 2003.

This amendment may not be challenged more than one year after the recording of the amendment with the St. Louis County Recorder of Deeds Office.

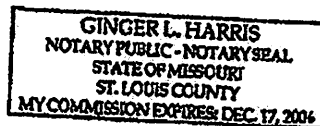
TRUSTEES OF LADUE TRAILS (GRANTEES)

Mary Catanzaro
Mary Catanzaro

Michael W. Horton
Michael W. Horton

Ralph E. Wiemann
Ralph E. Wiemann

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)



On this 8 day of July, 2003, before me personally appeared

Michael W. Horton and Mary Catanzaro and Ralph Wiemann

present TRUSTEES OF LADUE TRAILS to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed as TRUSTEES OF LADUE TRAILS.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

Ginger L. Harris
Notary Public

My term expires:

Dec. 17, 2006



* 2018081000302 *

GERALD E SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF
INSTRUMENT
AMDT

GRANTOR
LADUE TRAILS SUB ETAL

TO

GRANTEE

PROPERTY
DESCRIPTION:

Lien Number

Notation

X

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES of the GRANTOR and GRANTEE** as well as the **DESCRIPTION of the REAL PROPERTY** affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs**. Only the **DOCUMENT NUMBER**, the **DATE** and **TIME** of filing for record, and the **BOOK** and **PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET**.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number
00302

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 3 pages, (this page inclusive), was filed for record in my office on the 10 day of August 2018 at 11:50AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

JLV
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

GUY BRADLEY
14288 FOREST CREST DR
CHESTERFIELD, MO 63017

Destination code: VC M

RECORDING FEE 27.00
(Paid at the time of Recording)

①
Notation

**THIRD AMENDMENT TO
SUB-INDENTURE OF DEED RESTRICTIONS OF
LADUE TRAILS SUBDIVISION
A SECTION OF THE VILLAGE OF GREEN TRAILS
ST. LOUIS COUNTY, MISSOURI**

WHEREAS, the SUB-INDENTURE OF DEED RESTRICTIONS OF LADUE TRAILS SUBDIVISION, DATED THE 27TH DAY OF January, 1965, and recorded the 9th of February, 1965, in Book 5598 Page 613 of the St. Louis Country Recorder of Deeds Office, provides for amendment to the SUB-INDENTURE OF DEED RESTRICTIONS OF LADUE TRAILS SUBDIVISION under Article VII GENERAL PROVISIONS, SECTION 6 AMENDMENT.

Whereas, Article VII (6) provides that said indenture may be altered or amended by written agreement signed by not less than two-thirds (2/3) of the then record owners of the fee simple title of all lots in the subdivision.

Now therefore, in accordance with the procedure outlined in said Article VII GENERAL PROVISIONS, SECTION 6 AMENDMENT, the following amendments to the SUB-INDENTURE OF DEED RESTRICTIONS OF LADUE TRAILS SUBDIVISION have been adopted:

Item One:

Article V, Section 1(a) is amended by striking therefrom the words "Seventy Dollars (\$70.00)" and substituting in lieu thereof the words "One Hundred Dollars (\$100.00)".

Item Two:

Article V, Section 1(b) is amended by striking therefrom the words "Seventy Dollars (\$70.00)" and substituting in lieu thereof the words "One Hundred Dollars (\$100.00)".

We, the undersigned **TRUSTEES OF LADUE TRAILS (GRANTEES)**, having received the approval of two-thirds (2/3) or more of the **Lot Owners of LADUE TRAILS SUBDIVISION (GRANTORS)** in accordance with the procedure in said Article VII GENERAL PROVISIONS, SECTION 6 AMENDMENT, OF THE SUB-INDENTURE OF DEED RESTRICTIONS OF LADUE TRAILS SUBDIVISION, agree to adopt the foregoing Amendments to the SUB-INDENTURE OF DEED RESTRICTIONS OF LADUE TRAILS SUBDIVISION as recorded in Book 5598 Page 613 of the St. Louis Country Recorder of Deeds Office, effective the 10th day of August 2018.

TRUSTEES OF LADUE TRAILS (GRANTEES)

Guy M. Bradley
Guy M. Bradley trustee

Margaret Langa
Margaret Langa Trustee

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this eighth (8th) day of August, 2018, before me personally appeared Guy M. Bradley and Margaret Langa, present TRUSTEES OF LADUE TRAILS SUBDIVISION, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed as TRUSTEES OF LADUE TRAILS SUBDIVISION.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

Sara Collazo
Notary Public

My term expires:

